UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

CENTRAL CONTRACTORS SERVICE, INC.

Employer

And **Case 13-RC-274899**

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended ("Act"), a video hearing on this petition was conducted before a hearing officer of the National Labor Relations Board ("Board"). Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated to the undersigned its authority in this proceeding to determine whether it is appropriate to conduct an election in light of the issues raised by the parties.[1]

I. ISSUES AND PARTIES' POSITIONS

Petitioner seeks to represent a unit of the Employer's employees comprised of approximately 34 Craft Foremen, Operators, Oilers, Technicians, Field Mechanics, Shop Mechanics, Apprentices, and Yardmen employed at its facilities located in Alsip, Illinois (Alsip facility), Crestwood, Illinois (Crestwood facility), and Gary, Indiana (Gary facility).[2] The Employer contends that the petitioned-for single-employer unit is inappropriate and that, based on the parties' history of bargaining on a multi-employer basis, the only appropriate unit is a multi-employer unit.

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[1] Upon the entire record in this proceeding, the undersigned finds:

a. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.
b. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
c. Petitioner is a labor organization within the meaning of the Act.
d. Petitioner seeks to represent certain employees of the Employer in the unit described in the instant petition, but the Employer declines to recognize Petitioner as the collective-bargaining representative of those employees.
e. The parties do not contend there is any contract bar to this proceeding.
f. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

[2] Petitioner's original petition also included employees employed as Riggers, however, at the hearing, Petitioner amended its petition to remove the classification of Riggers. While not reaching an agreement that the unit is appropriate for purposes of bargaining under Section 9(b) of the Act, the parties stipulated that any unit found appropriate should include these classifications and locations.

II. DECISION

As explained below, based on the record and relevant Board law, I find that the petitioned-for single-employer unit is an appropriate unit. Accordingly, I direct an election in the following appropriate bargaining unit:

Included: All full-time and regular part-time Craft Foremen, Operators, Oilers, Technicians, Field mechanics, Shop mechanics, Apprentices, and Yardmen employed by or assigned from Central Contractors Service, Inc. at its facilities currently located at 11941 S. Cicero Ave., Alsip, IL 60803, 4655 W. 137th St., Crestwood, IL 60445, and 2093 Cline Ave., Gary, Indiana 46406..

Excluded: All CDL drivers and Non-CDL Drivers, sales representatives, office clerical employees and guards, professional employees, and supervisors as defined by the Act.

Others eligible to vote: Parts Runners/Drivers will be permitted to vote subject to challenge, as no determination has been made regarding their inclusion in, or exclusion from, the above Unit.[3]

III. STATEMENT OF FACTS

The Employer rents and sells crane equipment in the construction industry. The Employer operates three facilities located in Alsip, Illinois (Alsip facility), Crestwood, Illinois (Crestwood facility) and Gary, Indiana (Gary facility).[4] The Employer's rental and sales services are divided into three divisions: the Basic Crane Operation Division, devoted to the rental and sale of crawler cranes, all-terrain cranes, hydraulic truck cranes, rough terrain cranes, and industrial cranes; the Tower Cranes Division, limited to the rental and sale of tower cranes; and the Aerial Lift Division, limited to the rental and sale of aerial equipment and material handlers. John Martello is the Employer's General Manager who oversees daily operations for the Employer. While the supervisory hierarchy and specific reporting structure of the petitioned-for employees is not indicated in the record, all of the petitioned-for employees work among all facilities to support the three divisions of the Employer.

Petitioner has represented employees of multiple employers, including the Employer's petitioned-for employees, for 30-plus years pursuant to the Illinois Building Agreement (IBA), a multi-employer Section 8(f) area-wide agreement in the construction industry. There is no dispute that Petitioner currently represents the Employer's petitioned-for employees under the Section 8(f) IBA. The current IBA, effective from June 1, 2017 through May 31, 2021,[5] is

[3] The parties stipulated that approximately four Parts Runners/Drivers may vote in the election, but their ballots will be challenged since their eligibility has not been resolved.
[4] The record also references a storage yard located in Kingsbury which is a holding facility for some of the Employer's equipment – employees occasionally pick up equipment from this storage facility, however, none of the petitioned-for employees are regularly assigned to work there and the Kingsbury yard is not a part of this proceeding.
[5] All dates are in 2021, unless otherwise stated.

between Mid-America Regional Bargaining Association (MARBA) and Petitioner. Prior to the start of each IBA negotiation period, the Employer has completed a delegation form assigning its bargaining rights to an employer association which has in turn assigned bargaining rights to MARBA. The Employer is a party to the current IBA by delegation of its bargaining rights to Illinois Road and Transportation Builders Association, an employer association, which in turn assigned bargaining rights to MARBA. The Employer was a party to the previous 2013-2017 IBA between MARBA and Petitioner, as well as predecessor agreements going back to about 2004, by delegation of its bargaining rights to Chicagoland Crane Association (CCA), another employer association, which in turn assigned bargaining rights to MARBA. On January 22, the Employer also delegated its bargaining rights to CCA, which in turn assigned bargaining rights to MARBA for negotiation and renewal of a successor IBA to replace the agreement expiring on May 31. The Employer's January 22 authorization binding itself to the terms of a successor IBA as negotiated by MARBA specifically provides that the Employer is bound "on a pre-hire basis pursuant to Section 8(f) of the National Labor Relations Act *and is limited to 8(f) bargaining*." (emphasis added). Thus, the Employer has not engaged in any direct negotiations with Petitioner for the IBA, rather, it relies on MARBA to negotiate these industry-wide 8(f) agreements.[6] However, in the past, the Employer has negotiated separate side agreements to the IBA with Petitioner regarding, for example, the coverage of the Employer's Gary, Indiana facility employees. The other employers who are parties to the current IBA have likewise delegated their bargaining rights to MARBA through employer associations.

The IBA covers a geographical territory of nine counties in Illinois known as the "greater Chicagoland area." Although not located in Illinois, the Employer's Gary facility employees work predominantly in the Chicagoland area and are covered under the current IBA by mutual agreement between the Employer and Petitioner. As noted, the parties have stipulated that any unit found appropriate herein should include the Gary facility. In addition to the eight petitioned-for classifications, there are multiple other job classifications listed in the IBA that the Employer does not employ but which other employers bound by the IBA do employ. As noted, the parties have stipulated that any unit found appropriate herein should include the petitioned-for classifications of Craft Foremen, Operators, Oilers, Technicians, Field Mechanics, Shop Mechanics, Apprentices, and Yardmen. Per the grievance procedure set forth in the IBA, grievances are filed against and handled independently by individual employers without any authorization from MARBA.

While there is limited record evidence about the work performed by the petitioned-for employees, especially at the Employer's facilities, there is no dispute that the petitioned-for employees have regular work interaction with each other. In this regard, they share meeting rooms, break rooms, desks, bathrooms, parking lot, and cleanup areas at all of Employer's facilities; they follow the Employer's policies contained in the company handbook; and they record time and their payroll is processed through the Employer. None of the employees employed by other employers bound by IBA work at any Employer facilities and the Employer manages and supervises its own employees exclusively. The petitioned-for employees are also responsible for delivering the Employer's crane equipment to customers and operating the

[6] MARBA has negotiated other separate 8(f) agreements on behalf of the Employer including the Heavy Highway and Underground Agreement and the Technical Engineers Agreement, which are not related to this proceeding. Additionally, the Employer is a party to the Great Lakes Floating Agreement which applies only to work performed on waterways and overlaps with the geographical jurisdiction of the IBA.

equipment at customer jobsites within the geographical territory of the IBA. While working at those job sites, the petitioned-for employees interact with other employees, some of whom might be other employees of the Employer assigned to the same jobsite; some of whom might be employees employed by other employers who, like the Employer, are bound by the IBA; and some of whom might be employees employed directly by the customer or an employer who is not bound by the IBA. Regardless of their employer, all employees are subject to jobsite safety rules and regulations while working at the jobsite.

While the Employer predominantly uses its own equipment and operators at customer jobsites, occasionally, due to lack of supply, the Employer has to rent crane equipment and operators from competitor crane companies. The record references five competitor crane companies by name[7] as well as three additional unnamed companies, all of which are parties to the current IBA. The Employer rented equipment and operators from competitor companies, which it then assigned to customer jobsites, about 10 to 20 times in 2020 and has done so about six times in 2021 – this accounts for about one percent of the Employer's work assignments per year. Per the IBA, which prohibits switching employees to different employer payrolls, employees from other companies utilized by the Employer remain on their home payroll. About three percent of the employers who are parties to the IBA perform the same type of crane work and employ the same type of employees as the Employer – the other 97 percent perform different types of construction work and employ employees in many other classifications.

IV. BOARD LAW

In *John Deklewa & Sons,* 282 NLRB 1375, 1377, 1385 (1987), enfd. 843 F.2d 770 (3d Cir. 1988), the Board modified its approach to unit scope rules in 8(f) cases, holding that Section 8(f) agreements "will not bar the processing of valid petitions filed pursuant to Section 9(c) and Section 9(e)." With respect to multiemployer 8(f) situations, the Board abandoned the merger doctrine it had previously followed, which provided that when a single construction-industry employer joined a multiemployer association and adopted that association's collective bargaining agreement, the single employer's unit "merged" into the multiemployer unit, and the requisite inquiry into majority support occurred in the multiemployer unit. *Id*. at 1379. In making these findings, the Board importantly noted that the merger doctrine unduly limited employee free choice:

> Assuming that the merger doctrine fosters a certain amount of stability in labor relations, we believe that in the construction industry the cost of achieving that stability in terms of employee free choice is too high. As we have explained, in this industry the merger doctrine can operate to bind a single employer and its employees to full 9(a) status without providing the employees any opportunity to express their representational preferences because Section 8(f) eliminates majority status as a prerequisite for signing a contract. *Id*. at 1385, fn. 42.

The Board clarified that it did not intend to imply that multiemployer associations and multiemployer bargaining units would no longer be appropriate in the construction industry –

[7] Royal Crane, Stevenson Crane, Imperial Crane, Gatwood Crane, and Nichols Crane.

rather, the Board held that "the employees of a single employer cannot be precluded from expressing their representational desires simply because their employer has joined a multiemployer association." *Ibid.* Accordingly, the Board in *Deklewa* announced that, for election purposes, in processing the conversion of an 8(f) bargaining relationship to a 9(a) bargaining relationship, "single employer units will normally be appropriate." *Id.* 1377, 1385. See also, *Comtel Systems Technology Inc.*, 305 NLRB 287, 289 (1991) (a multiemployer association collective-bargaining agreement "will not be binding as anything other than a section 8(f) agreement in the absence of a showing that a majority of the employees *in the employer's covered work force* had manifested their support for the union before the employer became bound to the agreement.") (emphasis added).

The Board further clarified its approach to unit determinations in situations involving 8(f) agreements in *Barron Heating & Air Conditioning, Inc.,* 343 NLRB 450 (2004). The Board noted the well-settled principle that the Act does not require that a unit for bargaining be the only appropriate unit or even the most appropriate unit, and that the Board's procedure for determining an appropriate unit under Section 9(b) is first to examine the petitioned-for unit. If that unit is appropriate, the inquiry ends. *Id*. at 452-454.

V. APPLICATION OF BOARD LAW TO THIS CASE

In reaching the conclusion that the single-employer petitioned-for unit is appropriate, I rely on the following analysis and record evidence.

If the multiemployer relationship with Petitioner was governed by Section 9, rather than Section 8(f), then this petition for a single-employer unit must be dismissed. *Casale Industries*, 311 NLRB 951, 952 (1993). Here, however, the Employer does not dispute that its multiemployer relationship with Petitioner is governed by Section 8(f), rather than Section 9. Indeed, the Employer's recent "Assignment Of Collective Bargaining Rights For Contract Renewal," signed January 21 provides that the Employer is bound "on a pre-hire basis pursuant to Section 8(f) of the National Labor Relations Act *and is limited to 8(f) bargaining*." (emphasis added). The record in this case clearly indicates that the Employer started its collective bargaining relationship with Petitioner (through the above-noted employer associations and MARBA) under Section 8(f) of the Act, and that the 8(f) status never changed. Although the record demonstrates that Petitioner and Employer have a history of bargaining through multiemployer associations, under *Deklewa*, such bargaining history governed by their multiemployer relationship based on Section 8(f) does not prevent Petitioner from seeking a unit limited to the Employer and there is no basis for precluding the petitioned-for employees of the Employer from expressing their representational desires in a single-employer unit.

The Employer relies on *ADT Security Services, Inc*., 355 NLRB 1388 (2010), in arguing that I should give significant weight to the parties' multiemployer bargaining history in determining whether the petitioned-for unit is appropriate. However, the Employer's reliance on *ADT*, an unfair labor practice case alleging unlawful withdrawal of recognition, is misplaced. In that case, the issue was whether an existing Section 9(a) unit remained appropriate in light of changed circumstances. The Board relied on longstanding cases giving significant weight to the parties' history of bargaining and finding that that "'compelling circumstances' are required to overcome the significance of bargaining history." *Id*. at 1388. There was no issue regarding a

party's desire to convert an 8(f) multiemployer bargaining relationship to a 9(a) single-employer bargaining relationship. The Employer's reliance on *Wilson & Dean Construction Co. Inc.*, 295 NLRB 484, 485 (1989), is also misplaced. That case involved a single-employer Section 8(f) agreement – the Board found that the appropriate unit should be the contract unit set forth in the 8(f) agreement based on the parties' longstanding bargaining history. There were no multiemployer issues similar to the issues presented herein. Likewise*, P.J. Dick Contracting*, 290 NLRB 150, 151 (1988), raised by the Employer, also involved a single-employer Section 8(f) agreement – in determining the appropriate geographic scope of the unit, the Board relied on the parties' bargaining history with respect to the existing geographical jurisdiction of the 8(f) agreement. While *Milwaukee Meat Packers Association*, 223 NLRB 922, 924 (1976), cited by the Employer, did address the issue of the appropriateness of a multiemployer unit versus single employer units, this case did not involve a Section 8(f) bargaining relationship and was decided in 1976 prior to the Board's decision in *Deklewa*.

Finally, I find that the Employer's reliance on *Building Contractors Association, In*c., 364 NLRB No. 74, slip op. at 2, fn. 6 (2016) as well as *Architectural Contractors Trade Association*, 343 NLRB 257, 258 (2004), is misplaced and that the Board's holdings in these cases do not support the Employer's position that a multiemployer unit is the only appropriate unit in this case in light of the existence of a controlling history of multiemployer bargaining. In each of those cases, the Board found that a multiemployer unit was appropriate because the employers had indicated an intent to participate and be bound by 9(a) versus 8(f) group bargaining. As noted, where an employer is part of a multiemployer bargaining relationship governed by Section 9(a), a petition for a single-employer unit will not be entertained. *Casale Industries,* 311 NLRB at 952. See also, *Arbor Construction Personnel, Inc.*, 343 NLRB 257, 258 (2004) (Board rejected a petitioned-for single-employer unit, in light of the existence of a controlling history of multiemployer bargaining where, at the time the petition was filed, the parties had changed their relationship from one governed by Section 8(f) to one governed by Section 9(a), and the member-employers had long indicated their "unequivocal intent" to participate in and to be bound by group bargaining).

Thus, I reject the Employer's contention that the only appropriate unit would be a multiemployer unit.

Regarding the scope of the unit, the parties have stipulated that any unit found appropriate should include the classifications petitioned-for by Petitioner. At the hearing, besides presenting evidence regarding the parties' bargaining history, the Employer proffered no evidence or claim that the employees in the petitioned-for unit do not share a community of interest sufficiently distinct in the context of collective bargaining from the interests of the other employees the Employer proposes to include such that the smallest appropriate unit in this case must include all of employee classifications recognized under the IBA (i.e., the contract unit). However, in its brief, the Employer asserts that "if this Petition is allowed on a single-employer basis then the only appropriate unit is the long-standing unit the Petitioner has represented historically in multi-employer bargaining." As noted, the eight petitioned-for employee classifications are contained within the contract unit which is more comprehensive than the petitioned-for unit and includes multiple other classifications which the Employer does not employ. In examining the petitioned-for unit, in light of the parties' stipulation regarding the scope of the unit, I find the petitioned-for unit to be appropriate. See, *Barron Heating & Air Conditioning, Inc.,* 343 NLRB at 453 (While bargaining history is a factor to be weighed and

considered in determining whether a petitioned-for unit is appropriate, under the Board's rules announced in *Deklewa* pertaining to 8(f) agreements, "the Board…did not jettison its long-standing procedure that, in determining the appropriate unit under Section 9(b), it will first examine the petitioned-for unit." That "the appropriate unit *normally will be* the single employer's employees covered by the agreement clearly conveys that the 8(f) contractual unit is not necessarily conclusive as to the determination of the appropriate unit.") (emphasis in original); see also, *Alley Drywall, Inc.* 333 NLRB 1005, 1007 (2001) ("Bargaining history pursuant to 8(f) agreements is not the conclusive consideration in determining whether a petitioned-for unit is appropriate.")

VI. CONCLUSION

Based on the entire record in this matter and in accordance with the discussion above, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time Craft Foremen, Operators, Oilers, Technicians, Field mechanics, Shop mechanics, Apprentices, and Yardmen employed by or assigned from Central Contractors Service, Inc. at its facilities currently located at 11941 S. Cicero Ave., Alsip, IL 60803, 4655 W. 137th St., Crestwood, IL 60445, and 2093 Cline Ave., Gary, Indiana 46406..

Excluded: All CDL drivers and Non-CDL Drivers, sales representatives, office clerical employees and guards, professional employees, and supervisors as defined by the Act.

Others eligible to vote: Parts Runners/Drivers will be permitted to vote subject to challenge, as no determination has been made regarding their inclusion in, or exclusion from, the above Unit.

Those eligible shall vote whether they wish to be represented for the purposes of collective bargaining by International Union of Operating Engineers, Local 150, AFL-CIO.

Those eligible shall vote as set forth in the attached Direction of Election.

A. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by International Union of Operating Engineers, Local 150, AFL-CIO.

A. Election Details

I direct that the election be conducted by mail ballot. Since pursuant to the Board's Rules and Regulations, Section 102.66(g)(1), the type of election is not a litigable issue, my rationale for directing a mail ballot election is set forth in a separate letter directing the mail ballot election.

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit at 5:00 p.m. on **May 18, 2021**, from the National Labor Relations Board, Region 13, 219 S. Dearborn Street, Suite 808, Chicago, IL 60604. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote by mail and do not receive a ballot in the mail by **May 25, 2021**, should communicate immediately with the National Labor Relations Board by either calling the Region 13 Office at (312) 353-7570 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

Ballots will be due on **June 11, 2021**. All ballots will be commingled and counted on **June 15, 2021** at 3:00 p.m. In order to be valid and counted, the returned ballots must be received in the Regional Office prior to the counting of the ballots.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the weekly payroll period ending **May 8, 2021**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **May 12, 2021.** The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

The list shall be filed electronically with the Region and, if feasible, served electronically on the other parties named in this decision. The list can be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the non-posting of notices if it is responsible for the non-posting, and likewise shall be estopped from objecting to the non-distribution of notices if it is responsible for the non-distribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

Pursuant to Section 102.5(c) of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlrb.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board. If a request for review of a pre-election decision and direction of election is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and, therefore, the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

Dated at Chicago, Illinois this 10th day of May 2021.

/s/ Daniel N Nelson

Daniel N. Nelson, Acting Regional Director
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